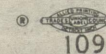




CONVOY DISPATCH

VOICE OF THE TEAMSTER RANK AND FILE SINCE 1975

January 1988
#75



ANR Revives Profit-Sharing; Time for Teamsters to Unite

Employers Scheme to Divide and Conquer

In the late 1970s freight employers began a strategy of wringing concessions from Teamsters under the NMFA by a number of loans, profit-sharing schemes and other types of givebacks that conveniently skirted paying the contract scale. A few years later, employers tried another method, ESOPs, which have proven to be a failure for the Teamsters who signed up and for the companies who instituted them. The failure of the ESOP programs have prompted the employers to try the old profit-sharing schemes again, this time by bargaining individually with each employee and leaving the union completely out of the picture. This divide-and-conquer scheme by the employers could well be a sign of what many freight members under the NMFA can expect, not only after a new contract is negotiated in 1988, but in some cases, right now.

The ANR Profit-Sharing Plan

ANR Freight System has reported that a "substantial majority" of their 4,000 Teamster employees have signed up for a profit-sharing plan. The plan involves giving up 12% of

wages as an investment in the company. If the operating ratio falls below 97, the employees will receive 50% of the operating profits. Anything below an operating ratio of 91 will result in a 33% share of the operating profits. ANR's operating ratio for the first six months of 1987 was 103.5.

Obviously, the profit-sharing program is a gamble. It's quite unlikely that ANR's operating ratio will fall below 97 in the coming year. Employees signing on to the program will give up at least \$12,000 over the three-and-a-half-year program. In return they will have received no collateral, no guarantees and absolutely no promises of job security.

How could the union have responded to the individual bargaining undertaken by ANR? First they could have insisted on negotiations. Coastal, the parent company of ANR, is a profitable multi-billion dollar conglomerate. If concessions had to be given, job guarantees could have been negotiated backed up by the parent corporation. Just such a guarantee was given to Pilot employees who received a guaranteed wage over a three-year period, backed up by their parent

company, TNT, in exchange for a 10% wage reduction. Without intervention from the union, ANR employees were left as individuals to decide on their own.

Whatever Happened to Article 6?

In fact the union could have taken a no-concession stand that would have been backed up by the contract. Article 6, Section 2, of the NMFA reads, "The employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such agreement shall be null and void." The language couldn't be clearer. There is precedent for enforcing this language. In 1981, the National Grievance Committee ruled that an "Earnings Participation Plan" instituted by Jones Motor was in violation of Article 6. The National Grievance Committee instructed local unions to negotiate repayment plans to ensure the return of lost wages.

The decision was made clearer in a letter from Roy Williams to all freight locals. It read, "So called earning participation or profit-sharing agree-

ments, which result in payments less than the contract wage, are in violation of the NMFA." Included with this letter was an opinion by the union members of the committee stating that the only type of concession plan that could be approved by the union would be a "bona fide" loan agreement, with guaranteed repayment of the contract wage scale at a later date, and which was to be backed up by a promissory note or other binding statement.

The Union Gives the OK For Concessions

The union's position has changed. In November, Transcon halted its plans for a wage concession beyond the 12% that most employees are already giving. Joe Hall, CEO, wrote in a letter to employees, "We met with the IBT and requested approval to proceed with our plan. The Teamster officials turned down our request and stated that a 15% concessionary package on a voluntary basis was their guideline at the present time (emphasis added). Management and the Board (which includes two Teamster representatives) considered present-

continued on page 9

Make a New Year's Resolution

Think about the Teamsters Union you'd like to see in 1988 and the years to come. If you want a strong union that fights for its members, join the organization that is working for that future.

Don't put off the most important thing you can do in 1988!

Join TDU

Name _____ Local Union # _____
(please print)

Address _____

City _____ State or Province _____ Zip _____

Phone () _____ Company _____

☐ City ☐ Road ☐ Dock ☐ Clerical ☐ Warehouse ☐ Construction ☐ Production
☐ Other _____

____ \$30 membership fee for one year's membership & subscription to CONVOY DISPATCH.

____ \$75 three year membership fee. (\$10 of this shall be rebated to the local chapter.)

____ \$15 for spouses; retirees; & Teamsters who gross less than \$12,000 a year.

☐ Check or money order ☐ Cash

☐ Mastercard/Visa: # _____ Exp. date _____ / _____

Date _____ Signature _____

Return to: TDU, P.O. Box 10128, Detroit, Michigan 48210
(TDU membership is kept confidential from employers and union officials)

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From the Members

TDU Rallies Teamster's Pride

For several years I have heard my husband complain about the lack of effectiveness of our union, how there is nothing that can be done, and how the union goes along with the company and is reluctant to stand behind the drivers.

He was voted in as union steward, and then I heard complaints about how many of the drivers griped, but didn't want to file a grievance. They said it wouldn't do any good, the union wouldn't do anything about it. The more he could hear his own words coming from other drivers, the more he could remember how it used to be. (He has driven for over 20 years.)

One day he was complaining over something. When I suggested trying to do something about it, the old familiar reply came, "It won't do any good." I said, "Maybe it won't, but at least you can hold your head up high and tell everyone else, at least you tried. The men who don't can only hang their heads in shame because they don't have the courage or ambition to do even that."

He was quiet for a while, sitting and pondering on what I said. He is the boss of our family and I usually just sympathize. This was something that had been eating at him for a long time, and I didn't like how it was affecting him. He used to be proud to be a Teamster, now he wasn't. He was getting to where he dreaded to go to work. All he heard were gripes and complaints and he felt the same way. After a while, he called a friend who was a member of an organization called TDU. A light started to gleam in Jerry's eyes that I hadn't seen in a long time. We got literature from TDU. He attended the 1987 Convention. He started talking to other drivers, some even went to the convention with him. Now, he and other drivers can see some hope. Of course, he still has to listen to the driver who won't pull his head up and complains "it can't be done"; or, "it won't do any good"; or, "nobody cares about us." But, he and several others can hold their heads up and tell them, "At least we tried."

Thanks, TDU, for giving pride back to the members of the Teamsters

Union who want it. My husband never looked or acted so well since we were going together. You have kept his confidence, by helping out all you could in the drivers' problems, and always getting back to us by phone or letter.

Marlene Jackson
Friendly, West Virginia

See page 11, "Leaman Workers Face Toxic Perils."

UPS Tears Up Contract

To follow up on your November (UPS) Contract Bulletin, we here in Central Pennsylvania also have problems in getting the company to initiate portions of the contract that they don't like, or that are not suitable at this time.

The addenda to the contract language that was explained on the Darrow tape at the union hall about "all drivers (package car) shall have the right to select, in seniority order, an area on a one-time basis — or words to that effect — is a joke.

On Sept. 8, we began this selection and it was completed by Sept. 11. I am the fourth package car driver from the top and I selected to change areas. At that time, I had three weeks to work, then a two-week vacation. I was told that I would be trained on the new area when I returned from vacation.

When I was on vacation, the company decided not to make any changes until after Jan. 1, 1988. At a meeting Oct. 26, the manager explained that he cannot make any changes now because of peak season. I said the addenda became effective per the contract ratification and the changes should have been made within two weeks after the bid.

My opinion of the company's action on the new contract is that they went through it and tore out the pages they don't like. And to call the union hall would be a waste of time.

The company is in a hurt and they put themselves there. There have been, I'd say, at least a dozen people

hired for package car drivers since September. Some lasted as long as eight or nine days, but most were there two or three days and quit. These people's opinion is that UPS wants to run them to death. The supervisors take them out and tell them they have to run all day, they can't make any mistakes and they must do a scratch job for 30 days to be assured getting seniority.

Of course, while they're having problems keeping help, the work demand falls on the permanent people. We've got people sent out with 200 stops and no helpers, and several of us have 160-plus stops every day. This has been going on for months. Drivers are averaging 10 to 11 hours a day, and some are exceeding 11 hours.

The answer to this whole situation is that they need about five more areas around the building and yet they can't find fools to go to work for them.

L.E. Smith
UPS Package Car Driver
Local 430, York, Pennsylvania



ISC member and Local 63 carhauler Sam Fenn of Long Beach, Calif., proudly displays his opinion of TDU on the back of his pickup truck. Sam says, "TDU's goals are my goals, too. It feels good when trucks go by. The drivers honk their horns and give me the victory sign because they see TDU on the license plate."

Correction

In our last issue of *CD* we identified ISC member Michael Ruscigno as a Local 138 BA in Brooklyn, N.Y. He is a Local 138 trustee in Long Island City, N.Y.

TDU Steering Committee

Co-Chairs:

Pete Camarata, #299
Joe Day, #170
Diana Kilmury, #213
Michael Savoir, #41

Organizer:

Ken Paff, #407

Trustees:

Sarah Bequette, (#600)
Mike Friedman, #407
Tom Pizzuto, #863

Members:

John Braxton, #623
Dan Campbell, #486
Sam Fenn, #63
Doak Jones, #70
Doug Mims, #728
Michael Ruscigno, #138
Gail Sullivan, #278
Alternates:
Don Landis, #773
Scott Askey, #63
J. Anthony Smith, #639

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Who We Are

CONVOY DISPATCH is the voice of Teamsters for a Democratic Union. We are the united rank and file movement to reform the Teamsters, created out of the merger of PROD and TDU.

We are truck drivers, dock workers, production workers, warehouse workers — every kind of Teamster and spouses too.

We are a grassroots organization with chapters from coast to coast in the USA and Canada. We believe in returning this union to the membership and we are doing it. We are a democratic organization in which every member has a voice and vote. Our 15-member International Steering Committee was elected in October 1987 for one year. Our Rank & File Convention had over 400 representatives present.

We are proud Teamsters standing up for our rights. TDU invites all Teamsters interested in defending our contracts and reforming our union to join us. We do reserve the right to exclude those who are opposed to reform or to TDU and its principles.

Rank & File Bill of Rights

I. DEMOCRATIC BY-LAWS. All Business Agents and Stewards should be elected. Vacancies in offices should be filled by special election within three months. Local union committees should be elected. Contract and strike votes should be by majority (not two-thirds). All contracts should provide for elected officers retaining their company seniority.

II. DIRECT ELECTION OF OFFICERS. General President and all International officers should be elected by the membership. International VPs elected by regions. An end to trusteeships and split-off locals.

III. A FAIR GRIEVANCE PROCEDURE. Innocent till proven guilty, right to remain on the job till final procedure completed. Grievance procedure should include right to a speedy trial, arbitration by peers, and the right to strike if necessary.

IV. PRESERVATION OF WORKING CONDITIONS. The union's purpose is to expand and preserve what we have, not trade it away for anything less. People come first, not productivity.

V. SAFETY AND HEALTH. We have the right to enter the workplace without fear for our health and leave in the same condition we arrive. Teamsters should have the right backed up by our union to refuse unsafe work or hazardous conditions. We are not machinery.

VI. EIGHT HOUR DAY AND FIVE DAY WEEK. Forced overtime and unfair dispatch rules destroy our family life and cost us jobs. No mandatory overtime, "flexible" work weeks, or 70-hour slavery. We are for the advent of the four day work week. We work to live, not live to work!

VII. A DECENT PENSION. Every dollar in the pension funds belongs to us. We are entitled to 25 and out, cost of living on pensions, and union pension trustees elected by the rank and file and retirees to safeguard our money.

VIII. JUST SALARIES FOR OFFICERS. A union officer can't understand the problems of members who make less than half what he makes. No officer should make more than the highest paid working members in his jurisdiction. No multiple salaries from union, company, or government sources, or special fringes and pensions. Salary increases limited to the average increase for membership, and subject to membership approval.

IX. EQUALITY AMONG TEAMSTERS. Bring all wage levels up to the highest standards, not a lot for the few and little for the many. Fight the hardest for the lowest paid.

X. END TO DISCRIMINATION. Employers have used the difference in age, race, and sex to divide us for decades. We oppose these injustices and divisions. Support affirmative action to correct past injustices. Employers should bear the cost of their past discrimination, not the members.

Save the Date

1988

TDU Convention

October 22-23

How to Contact TDU

We want to hear from you. Contact us at one of the locations listed below for more information about TDU, or to send us articles or letters concerning Teamster-related issues.

TDU National Office: P.O. Box 10128, Detroit, MI 48210. (313) 842-2600.

TDU/PROD Washington Office: 2000 P St. NW, Room 612, Washington, DC 20036. (202) 785-3707.

TDU NY/NJ Office: YWCA Building, Room 620, 30 Third Ave., Brooklyn, NY 11217. (718) 834-0631.

Teamster West Coast Organizer: (714) 593-5816.



Washington Watch



Lawyer to Join TDU Staff

TDU happily announces that we have a new General Counsel with the hiring of attorney Chris Allamanno. Julie Fosbinder, who staffed the Washington, D.C. office for three years, has moved to Arizona, and still plans to work with TDU. Members at the TDU Convention in October expressed their appreciation to Julie for a job well done.

Chris, an Ohio native, graduated *summa cum laude* from Kent State University with a major in journalism and public relations. She attended law school at Georgetown University Law Center, Washington, D.C. As a law student she worked for the Institute for Public Representation, where she researched ways to prevent plant closings. She is leaving her job with a New York City law firm to join TDU in January.

In our Washington office, Chris will continue our truck safety program, maintain contact with legislative committees and government agencies, and provide legal assistance to TDU members. She will also be in close touch with TDU chapters in the Washington area.

TDU welcomes Chris aboard. We thank Julie for her dedication to TDU and wish her well in her future work.

Judge Sends Gate-Mileage Case to Trial in Carolinas

Federal judge James B. McMillan of Charlotte, N.C., issued an important decision Nov. 30 in the continuing legal action to recover back pay for gate to gate mileage in the Carolina Supplement. Judge McMillan ruled that the case will go to trial in 1988 and denied the union's and employers' motions for a summary judgement.

The lawsuit was filed 14 months ago by road drivers of Local 71 who were seeking to enforce contract language which provided that all Carolina road drivers would receive gate to gate pay by October 1985. Because of delays negotiated by company and union officials, gate to gate pay was not forthcoming until May 1986. As a result of the delays, drivers lost hundreds of dollars that should have been paid to them under terms of the contract.

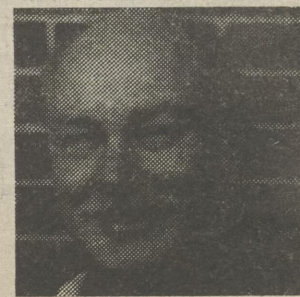
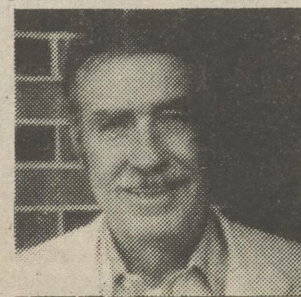
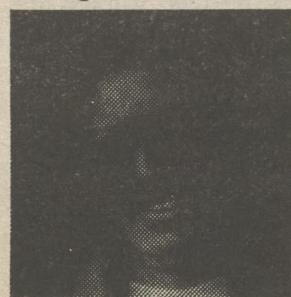
The drivers, with the help of TDU attorneys, filed the suit to enforce their rights under Article XII of the Teamster Constitution. That article requires that mid-term contract modifications, such as delay of the gate to gate pay, must be approved in a secret ballot vote by the affected members.

In contrast to the rank and filers' resolve to get what was coming to them, Conrad Sides, long-time president of Local 71, presented a portrait of a weak and slow-moving union bureaucrat. Sides acknowledged that the union and the company negotiators had failed to even measure the new mileages until just one month before they were to have been implemented. In addition, Sides also admitted that the contract language was intended to start paying gate to gate pay on the October '85 contract date. He was unable to explain why the committee would rule that the gate to gate pay should be delayed.

Judge McMillan's ruling that the

case will continue to trial is a major victory for the drivers who filed the lawsuit. Unfortunately, McMillan also denied the plaintiffs' motion for a defendant class of all freight employers in the Carolinas. He defined the suit as a class action for all Carolina freight drivers employed by CF, PIE and Transcon. Because of this ruling, drivers for Roadway, Carolina Freight and Smith's Transfer (now American) will have to quickly file their own lawsuit in order to get the back pay owed them.

TDU is interested in working to get the correct gate to gate pay for all freight drivers in the Carolinas. Contact TDU for more information.



Gate-to-gate pay plaintiffs: (left to right) Brad Colesworthy (CF), Herman Walker (CF) and Tom Dillon (Transcon).

NLRB Overturns Arbitrator's Decision

Steward Wins Another Round

John Smallman, the fired shop steward from New York Local 138, has won another round in his battle with Key Food stores. The NLRB in Washington, D.C., denied Key Food's appeal of an administrative law judge's decision ordering Smallman reinstated to his job with full back pay.

Smallman was fired in May 1985 for using unauthorized grievance forms and doing union business on company time. His termination occurred in the midst of a TDU campaign for better

union representation. Union officials took Smallman's case to their contract arbitrator, Harry Silverman, who upheld the discharge.

The NLRB usually defers to arbitrator's decisions, but in this case it set aside Smallman's determination because it was so "clearly repugnant to the purposes and policies of the Act." The Board held that the picketing by Smallman's co-workers who were pro-

testing his discharge, and Smallman's criticism of his union representatives could not be used to justify his termination. This case sets a precedent for all workers, especially those who are fighting for better union representation.

While Smallman's case wound its way through the NLRB, TDU members in Local 138 won election to all executive board positions in the local. The new officers are delighted with the latest decision in Smallman's favor. Unfortunately, Key Food attorneys have announced that they will not reinstate Smallman but will appeal the decision to the U.S. Court of Appeals. Smallman has found another job but wants to return to Key Food to help further the efforts to make Local 138 a strong and decent union.

FBI Says Presser Finked on Mob

It's now on record in the Cleveland ghost employee case that Jackie Presser, who was a paid FBI informant for 11 years, "provided the details on connections between the most influential underworld families and several International Union vice-presidents." It has not been revealed yet if Presser helped provide information to send Roy Williams to prison, thus enabling Presser himself to transcend to the Teamster presidency.

The documents were provided by the FBI and then included in a motion filed by the attorney for International Vice President Harold Friedman. Friedman is to stand trial along with Presser starting Feb. 15. They are charged with embezzling union funds to pay ghost salaries to organized crime figures and relatives for work they did not actually perform.

TDU members have filed a separate civil case, demanding that Presser and Friedman repay some \$2 million to the union treasury.

Keep Warm with TDU

TDU jackets are well-made and durable. Lined and warm, they display a Teamster patch and American flag on the front, and the TDU "keep on trucking" logo, shown below, on the back.

\$22 each.

Sizes: XL, L, M, S. (Larger sizes available at slightly higher prices.)

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Washington Office

This page is devoted to news from the Washington office of TDU—formerly PROD's national office. Litigation, designing new legislation and reforming safety regulations — the Professional Drivers Council of TDU is here to help you. Contact us today at:

PROD/TDU
2000 P Street NW
Room 612
Washington, DC
20036
(202) 785-3707



Work as Casual a Bitter Experience; We Need Strong Language on Hiring

Many Teamsters have learned the wisdom of the phrase, "an injury to one is an injury to all," since the last freight contract. During that time, many Teamsters who have lost their jobs to bankruptcy and the effects of deregulation have ended up as second-class Teamsters working as casuals. For those used to receiving the contract scale, a full complement of benefits and access to the grievance procedure, life as a casual has become a bitter experience.

Number of Casuals on the Rise

Since the introduction of a lower pay scale, the large carriers have had a big economic incentive to increase the number of casuals working under the NMFA. While no figures are available for the current number of casuals working under the agreement, it certainly has risen from the numbers that TDU obtained through legal action during the 1985 contract ratification. At that time we found that 8.7% of all man-hours were being worked by casuals. The numbers were even more astounding. Yellow Freight used 22,000 casuals in 1984. PIE used over 17,000 and CF used 12,500.

Whatever the current figures are, the fact remains that casuals are a

significant part of the workforce. Thousands of workers rely on their jobs as casuals to provide their families with an income. The days of the off-duty cop or firefighter working as a casual are long gone. We now have a large group of the freight workforce forced into wages and conditions of work that are well below the standard. The upcoming freight contract can provide casuals with the things they need to become first class Teamsters.

Acquisition of Seniority

The 1985 contract put in new national language that requires one person hired for each 30 shifts worked by "supplemental" casuals. Some locals have enforced it, but the language is much too weak. First, the language does not require the carrier to hire the casual who has worked the most. The terminal manager can hire his brother-in-law or the BA's pal, passing over a man who has worked there steadily for months as a casual. And second, because all "replacement" time doesn't count, a casual can work for years and never get any security at all. A large terminal, after all, requires replacements because of absenteeism, vacations and OJIs,

every day of the year.

We need new language to require hiring of the casual with the most time worked, as soon as the 30-shifts limit is reached. This is nothing "far out." In the past, some supplements have had even stronger language on the issue, until Presser & Co. gave it away.

In the 1976 Joint Council 40 Supplement, covering western Pennsylvania, a casual seniority list was in effect. Casuals who worked for a company at least 9 days in a 30-day period would obtain "regular-extra" man status. As a regular-extra man, that casual would be offered all available work before the work was offered to other casuals. Where more than one reached the regular-extra status, they were offered work in the order of seniority as a regular-extra.

Wages and Benefits

The \$12 an hour casual rate has proved to be a disaster for casuals and regulars alike. The freight companies have used it to work more casuals for more hours and to use their cost savings to discount freight. In certain areas of the country, such as central

Pennsylvania, work rules have been altered to use casuals before offering overtime to regulars. As with all two-tier wage structures, it has defeated unity among Teamsters.

Besides significant savings on the wage rates, casuals in most supplements have also been denied basic health and welfare coverage. Once again, a look back at the 1976 NMFA shows that casuals received from 50 cents to 74 cents per hour *above* the scale to pay for health and welfare benefits. This extra payment was in lieu of contributions to the fund. Better than the extra money, however, are *full benefits* for casuals, both pension and H&W, which now exist in only some supplements. This has to be in the national language in this contract.

These three simple changes in the contract (providing for fair acquisition of seniority, eliminating the two-tier wage, and providing benefits) will go a long way toward providing security for tens of thousands of Teamsters and make our union stronger for all. It's up to casuals and regulars alike to stand for these in the contract. TDU will be leading the battle.

TMI Pays Full Scale After TDU Action

After two years of battling and legal maneuvers, Southern road casuals are finally being paid the full scale. The victory came as the NLRB presided over a settlement of charges filed on the issue.

Trucking Management Inc. (TMI) finally agreed to comply with the contract and to provide back pay for all casuals back to August 22, 1986. While the reason for TMI's reversal is subject to speculation, it is almost certain that TDU's legal actions resulted in this victory over an illegal two-tier wage.

While it is a victory, TDU is not completely satisfied with the settlement. Our demand was for full back pay to April 1, 1985. Under the settlement, however, only those casuals and local unions that filed grievances prior to that date will get back pay for the full two and a half years. But *all* casuals are entitled, now, to back pay since August 1986, which for many Teamsters is well into the thousands of dollars. Casual drivers should ask their locals for help if they have not been paid by all em-

ployers for whom they worked casual on the road in the past two years. Locals should be ensuring that all casuals are fully paid.

Once again, it was TDU who led the fight against two-tier and for equality among Teamsters. Southern Conference freight director and International VP Don West agreed to this deal, as he was so ordered by the NLRB.

This victory is worth millions of dollars to Teamsters. But it is even more important than that. If we hadn't won this prior to the new contract, it is certain the employers would have gotten this bogus rate in the new contract. Now we have the offensive on our side, to get rid of this cut-rate wage for *all* casuals, and to get rid of the 70% clause with it.

Casuals Gain Vote On NMFA in '88

Under the terms of a legal victory won by TDU in the *Harmon v. Presser* court case on the current NMFA, freight casuals now have a right to vote on the upcoming NMFA if they meet certain conditions.

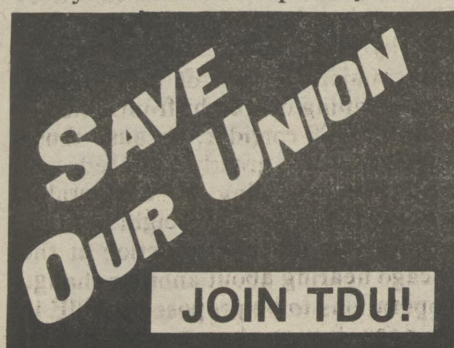
Dues-paying members, who work as casuals at least 80 days in the one-year period of April 1987 through March 1988, are entitled to a ballot on the contract. A casual who worked as a regular employee during part of the year but is no longer employed and does not have recall rights shall have the 80-day rule partially lowered.

Furthermore, part of our legal victory is that "each local union which is a party to the NMFA or related agreements shall make available at reasonable times and places to its members employed as casuals, the information required by Article 3, Sec. 2(B)(4) of the NMFA to be furnished to

the local union by employer with respect to their employment, and also a compilation of the total casuals reported to the local union pursuant to the foregoing provision of the NMFA." Thus local unions are responsible to the Teamster members working as casuals.

Eliminate All Two-Tier

Casuals can use this voting power to join with all other freight Teamsters to eliminate all two-tier clauses from the contract. These include the notorious "70%" clause, the cut-rate pay for hourly paid casuals, lower pay for holidays and vacations in some supplements and the permanent two-tier for office workers in the West and in Michigan. We must be prepared to reject any agreement that maintains these divisive and unfair two-tier provisions.



Freight Lines

Trucking Employers' Survey

In the recent issue of *Commercial Carriers Journal*, a trucking industry magazine, the employers were asked three questions about the upcoming freight negotiations. Not surprisingly, the first question asked was "Does your company have a double-breasted operation, and if so, why?" We'd love to see CF's answer to that one. The second question asks, "What specific benefits do you believe the union should seek for its members in the next contract?" Finally they ask, "Can unionized trucking pay higher wages beginning in 1988 and do you think trucking can get a contract without an IBT strike?" We'll leave this one up to people's imaginations.

Yellow Freight Finds New Way to Deny a Grievance

Throughout the years we've heard of 101 excuses and tricks for a company to deny paying a legitimate claim. Yellow Freight has now topped them all. A Lancaster road driver making a claim for his eight-hour guarantee after a layover filed a grievance fully expecting to win. In an informal meeting with the company, the BA reported that the company admits the driver was owed the money, but Yellow was refusing to pay it because the driver was "too sarcastic" in requesting it! As far as we know, employee sarcasm is not mentioned in the NMFA as a *bona fide* contention for the company. As the driver put it, "If employee sarcasm is allowed as an excuse for non-payment of wages, the day will come when the excuse will be that the employee didn't smile and bow down when he asked for his pay check."

Yellow Paying 'Bounty' for New Drivers

In order to attract drivers, Yellow Freight is offering a \$200 bonus to encourage employees to refer qualified applicants for driving positions. The first \$100 of the bonus is payable on the date the new employee achieves seniority and the other \$100 three months later. The offer is good only for finding road drivers for Lancaster and Maybrook, which says something about conditions of employment there.

Survey Defines 'Typical Driver'

A recent survey by the Regular Common Carrier Conference at three checkpoints in Florida came up with a profile of the typical driver. The typical driver has been driving for 15 years with no formal training. He likes the new 65 mph speed limit, averages 115,000 miles per year, has a 30% chance of being tested for drugs or alcohol and is non-union. Of those surveyed, 46% said they work for a hire carrier, 35% work as owner-operators and 19% work for a private carrier. Only 9% were union members, although 23% had been union members in the past. Some 60% of the drivers said they were paid per mile, 33% are paid per load and 6.5% are paid on an hourly basis. The drivers approved of mandatory, random drug testing by 63%.

Our Man on Transcon's Board of Directors

As part of significant concessions given to Transcon in their ESOP, employees were made "partners" in the company and two seats on the board of directors went to "Teamster" representatives. So, how are the Teamster reps doing on the board of directors? John Fanning, one of the appointed Teamster representatives, had these words to say in the December 14 issue of *Business Week* on his relation to the union and the board of directors, "I have never received any instructions from the union and don't even meet with the Teamsters unless it's together with Transcon management." Wonder how he voted when Transcon decided to drop out of TMI?

Bargaining Trends in 1987

The good news: For the first time since 1980 wage gains accelerated over a 12-month period in the non-manufacturing sector, excluding construction, as reported in the Bureau of National Affairs' "Collective Bargaining Negotiations and Contracts." The bad news: The all-industries figure continued to decrease from a year ago. The first-year median wage increase was 3.3% in the non-manufacturing sector, excluding construction, during the first three quarters of 1987. This was .03 percent higher than in the same period for 1986. The modest increase was due to a 4% increase in wages in the service industries, including health care. The all-industries figure took another drop, however, from a 2.5% wage increase to 2.1%.

Other trends were more disturbing: 24% of all collective bargaining agreements included lump-sum payments in lieu of a wage increase; 11% of the agreements included new two-tier systems, up from 7% in 1986. Relaxation of work rules was included in 7% of the agreements and a decline in job security language was noted in 6% of the new agreements. Although the data were incomplete, the BNA noted an increase in drug testing programs. All in all, the report shows that corporate America is still playing hardball with organized labor and that concessions are still figuring heavily in their game plan.

Danville PIE Pays Teamsters \$5 an Hour for 'Light Duty'

Ever hear of a freight Teamster working for \$5 an hour? That's what PIE is paying road drivers and dock workers on Workers' Compensation for their "light duty" in some areas of the country. This practice, which has been halted in many locals through the grievance procedure, is still in effect at the PIE terminal in Danville, Ill.

The practice there has been to order those on compensation to work at the low scale, with Workers Compensation making up the difference between the hourly rate and full compensation benefits. Where the issue has been grieved in other locals the company dropped the program and put injured workers back on full compensation. But not in Danville. There, workers who grieve the issue are dropped from light duty and receive a cut in Workers' Compensation.

In response to a letter from Hank Perdue, a Danville driver who is grieving the issue, Jack Yager, IBT freight director, clarified the union's position. He wrote, "If a man is off sick for personal reasons and/or Workers' Compensation and is called in to work any position, whether it be a

job normally performed by a supervisor or a job that falls outside of the classification contained in the NMFA, then the company is in violation irrespective of the work performed, if they do not pay wages contained in the NMFA."

Yager told Hank to have his BA contact him in Washington, D.C., if there were any questions on the issue. The BA called PIE headquarters in Jacksonville, Fla., and was told the company is not in violation of the agreement. Hank said the BA told him, "We'll get this straightened out at the JAC," but Hank can see no reason why the local shouldn't go directly to the terminal manager in Danville and get the issue resolved right now.

"These people are strictly violating our contract and it's a known fact, but my local won't do anything about it," Hank said.

Employers may very well be wishing to change the contract language in the next agreement to include a "light duty" clause. Teamsters should be on the lookout.

Yellow Freight Drug Policy Violates DOT Regulations

In a memo to all management personnel, Yellow Freight instituted a new policy on DOT physicals and the use of prescribed drugs. The memo reads, "We have recently had several cases in which drivers have been found during their DOT physicals to be using valium as prescribed by their doctors. DOT regulations specify that a driver cannot be recertified while taking valium (also called diazepam) or other benzodiazepines which include: librium, dalmene, serax, centrax, restoril, xanax, halcion and tranxene.

"If a driver is found to be using valium or other benzodiazepines, he should not be allowed to drive, even with written permission from a doctor. The driver may not be used in any driving position (driver, hostler or forklift operator) until the prescription is changed or dropped. You may use the driver in a non-driving position if such a position exists at your terminal."

Yellow Freight's new policy is in

direct contradiction of the DOT regulations. Regulation 392.4, while stating that "no driver shall operate a motor vehicle while under the influence of a narcotic drug," goes on to clarify this by stating, "this does not apply to the possession or use of a substance administered to a driver by or under the instructions of a physician who has advised the driver that the substance will not affect his ability to operate a motor vehicle."

Attorney Barbara Harvey, who has litigated several drug testing cases, says, "Yellow Freight's new policy does seem to be in violation of the DOT regulations and may be in violation of federal and state handicapped laws."

Drivers who are taking any of the prescribed medicines listed above and who are scheduled for their DOT examinations should contact their physicians and get a statement that the drug will not affect their driving. Then contact the TDU national office for further advice.

PIE Changes Effective Jan. 2

As we go to press, we've just received word on some of the details of the PIE change-of-operations hearing held in Chicago on Dec. 15. The following is a short review:

- Change to go into effect Jan. 2. Terminals will close by Jan. 10.
- Union received a window period of one year. The company requested 90 days.
- The lay-off date for the active pool was set at Dec. 15.
- Another lay-off date was set for Nov. 23. Those laid off between Nov. 23 and Dec. 15 will be eligible for transfer and moving expenses if

current active pool is exhausted.

- Dock and office employees moving to Chicago (43 on dock and 5 in office) will be placed at the bottom of the seniority list.

The major concern of local unions was the railing of freight from Chicago along the I-90 corridor, because those domiciles were greatly reduced and Chicago is receiving a considerable increase in the flow of freight.

There was much speculation at the Chicago hearing about another change of operations to be proposed by PIE in the near future that would involve terminals and locals in the East.

The Steward's Corner-Please Post

How to File a Winning Grievance

Sometimes grievances are damn tough to win. You could have John L. Lewis as your business agent, a two-foot pile of evidence, and a note from Pope John Paul II in your favor and you still might not convince that bullheaded supervisor of yours that he could possibly be wrong. Most of us don't have the advantage of a brilliant labor leader as a business agent, let alone access to documented evidence or a special pipeline to the Lord. What we do have is a cause that is right (something management can rarely say), some perseverance and the opportunity to unify our co-workers into supporting each other.

This article will attempt to give you some tips on investigating, writing and organizing support around a grievance. These are the three basic elements in putting together an effective and, hopefully, winning case. So, before you throw your hands up in disgust, tear up the contract and a lot of the hair out of your head, try following some of the suggestions here in tipping the scales of "justice" on your side.

Investigating A Grievance

The first thing to ask yourself is: "Do I have a grievance?" Chances are that you do. The standard recognized definition of a grievance is: "Any unjust act, practice or condition, relating to conditions of work that management has the power to correct." The only thing that should be added to that definition is: "And that the workers have the power to make them correct."

The definition is deliberately broad in scope because, obviously, your contract could not possibly cover every single incident that may come up during the life of the agreement. The contract is a "living, breathing thing," subject to interpretation and dependent on changing conditions. If your BA says you don't have a grievance because it's not in the contract—that's just plain wrong.

There are four basic types of grievances that should be recognized:

1. **A contract violation.** This is your strongest case, particularly if you can show a violation in black and white and back it up with evidence and group pressure. A denial of correct mileage pay or a seniority dispute are two clear examples.

2. **Violations of written precedent.** Many issues not written in the agreement do get resolved through the grievance machinery, such as company rules, dispatch procedures, letters of understanding, and written interpretations from arbitration or grievance hearings. For some supplements in the NMFA, interpretation books, called "Black Books," are published. You may have access to these materials through your local union.

3. **Unwritten precedents.** This is "past practice," which cannot overrule clear contract language but is very important in filling in other areas. A regular practice that management is aware of, such as wash-up time, bidding rules, etc., becomes a past practice.

4. **Unfair practices.** This usually refers to federal or state law, or regulations under the authority of a regulatory agency. This is also included in most major contracts. Before grieving an issue that is covered by a regulatory agency, such as the DOT or OSHA, or applicable state or federal law, consult with the TDU office for advice.

Now that you know you have a grievance, it's time to go to work on the investigation. You don't have to be a Sherlock Holmes to conduct a thorough investigation. It's helpful to ask yourself: *Who? When? Where? What? Why? and How?*

Who has the grievance? Is it relevant to an individual or a group? Who committed the infraction on the company's part? Be specific. Ask yourself who witnessed the infraction, who has some knowledge of past incidences and who can help you put together a better grievance?

When refers to what day and what time the infraction occurred. If it's a continuing violation, find out on what other occasions it happened. Keep in mind the timeliness issue. Every contract has a time limit on when you can file grievances and on when the company can discipline you. Be sure you know your time limits for filing. On a disciplinary grievance, ask yourself when, if ever, you have received a disciplinary letter on the same infraction, and look into your past work record to check on past discipline. Once again, most contracts have a time limit beyond which disciplinary notices can no longer be used against you.

You'll want to ask yourself *where* the incident occurred, if necessary.

What refers to what happened, perhaps your most important piece of investigation. Investigate the grievant's story—or your story—management's story, witnesses' stories and the stories of others involved. Refer to any written evidence, records, etc., that will help to explain your side of the story.

Why refers to why you have a grievance. Look for the appropriate contract language, past practice, etc.

Finally, it's your job to decide how you want the situation remedied, because no grievance is finished until you state what it will take to make things right.

Writing Your Grievance

You've investigated the grievance and now you are ready to write it up. A well written grievance doesn't ensure success—but it certainly helps. There are a few pointers to keep in mind as you write.

Limit the details to basic information. You only want to give management enough information so they understand what the basic problem is, what violation has occurred and how you want the situation remedied. Keep it simple and concise.

Don't enter your arguments, evidence or justification for your position. Management can and will use this against you to prepare a better case for their side or to intimidate witnesses. Save your ammunition for the hearing.

Don't limit your contract violations. Though you feel you are certain of the company's violations, you may drag up others in your investigation. The best way to write this up is to use the phrase, "The company is in violation of the contract, including Article....," and then specify the violations you are aware of. So, instead of writing, "Management violated Article 12, Section 3, of the contract, write, "Management is in violation of the contract, including Article 12, Section 3. By adding the word *including* you can add additional violations if they are found later.

Don't get personal. Although the temptation is strong to liken your supervisor to certain four-legged animals, or worse, try to avoid personal opinions or statements. Remember, the grievance is the union's position, not your personal one.

Don't limit the remedy. Just as you don't want to limit the company's violations, you also don't want to limit your remedy. Limiting the remedy can leave less leeway for bargaining on the grievance, or it may limit the remedy to less than full compensation. You can broaden the remedy by using the phrase that the grievant "be made whole in every way, including....," and then going on to state specific remedies.

Organizing to Win

The key to making the grievance procedure work is to organize support for the grievance among as many of your co-workers as possible. The first step here is to communicate. Make sure that co-workers are aware that the grievance has been filed. Stewards should post grievances and their results. On important grievances that have an effect on many

of your co-workers, always try to get the grievance signed by as many as possible. If your BA won't accept a group grievance, write the grievance out with one grievant and attach the signatures of others to it. This builds support and solidarity and also shows the company and union that the workplace is united and ready for action.

Keep all communication with the company and union in writing and send it by certified mail. Before your hearing, request a meeting with your BA well beforehand and specifically list evidence that you need to effectively present your grievance. Be sure to have your witnesses prepared and at this



pre-hearing meeting for support.

It's best to win your grievance right at the first level. Group pressure can be brought to strengthen your hand. Group grievances are just the first step. See if you can organize a group of workers to "talk over" problems and grievances with your boss. In some instances, supervisors have received the "freeze" treatment—nobody would talk to them unless necessary, until a grievance was resolved. If your supervisor is giving you a particularly tough time, find as many grievances as you can to file and flood him with paperwork. He'll notice something's up and more importantly so will top management.

The Squeaky Wheel Gets the Grease

If you need to convince the union to support you fully, organize a group delegation to go to the union hall and demand a meeting. Or, use a petition. Get your people to go in mass to the local union meeting, where you may want to hand out a leaflet explaining your situation to others in attendance so you'll receive support when you bring it to the floor. The basic principle here is that the squeaky wheel gets the grease. Start squeaking loudly.

If you're well organized and have a particularly sore issue, there are other group tactics you may want to consider. Symbolic protests, such as the wearing of arm bands, t-shirts, buttons, etc., are effective. Rallies in the parking lot or lunch room at work are a show of unity the company cannot ignore. If the company's actions are particularly obnoxious, especially regarding safety practices, make it a public issue and take it to the local TV station or newspaper. A favorite and very effective tactic is to "work to rule." Follow every work rule and safety prohibition to the letter. This can really cut down on productivity and affect the company's bottom line—its profits.

All of these ideas take organization. The first step is to build support and solidarity for each other. That's the union way. All grievances or injustices done to one end up hurting all. Your choice of tactics and organizing techniques is only limited by law and your imagination. Stick to your guns. With a well presented, well written grievance, backed up by group support, you may find the grievance procedure works pretty well after all.

For more information on the grievance procedure and information on group tactics and building support call one of the TDU offices for advice.

TDU Chapters on the Move

Pledge to Stand Up for Local 150 Members

TDU/TRAM Slate Wins in Sacramento

The ballots were counted Dec. 4 in the 6,500-member Local 150 election in Sacramento, Calif., and 10 members of the Sacramento TDU Chapter were elected to office. The TDU/TRAM (Teamsters Representing All Members) slate won six of seven executive board posts and all four business agent positions that they ran for. Six other BAs were elected as well.

"We worked over the last few years as a TDU chapter laying the basis for this victory," Mike Tobin, chapter chairman and now president of Local 150, reported. "Local 150 is a general local. We worked to unite grocery Teamsters, freight, construction, the dairies and various shops, and UPS. We've been active at union meetings in building solidarity and along with TDU on national campaigns. We were there not just at election time, that's why we have credibility with the members."

TRAM Pledges to Principles

The TDU/TRAM slate ran a clean campaign. There were no charges of misconduct or corruption against the former officers. "It's just that they were doing very little and the members expect and deserve more than that. We made realistic pledges in our platform: a hiring hall, representation, steward's training, an organizing program, and standing up for the members even when it means taking some heat," Tobin stated.

At a TDU chapter meeting Dec. 8, the members had a lot to celebrate and some problems to consider for the future. TDU Western-area organizer Doug Allan was on hand from Los Angeles and stated, "You can be an example to Teamsters all over California and nationally as well. No one local can do it alone. That's why you're part of the TDU movement and that's why we're proud of you."

New secretary-treasurer Pat Regan pledged that the team leadership

philosophy will govern Local 150. "Myself along with Mike Tobin and the executive board and BAs intend to work as a team along with members of this union."

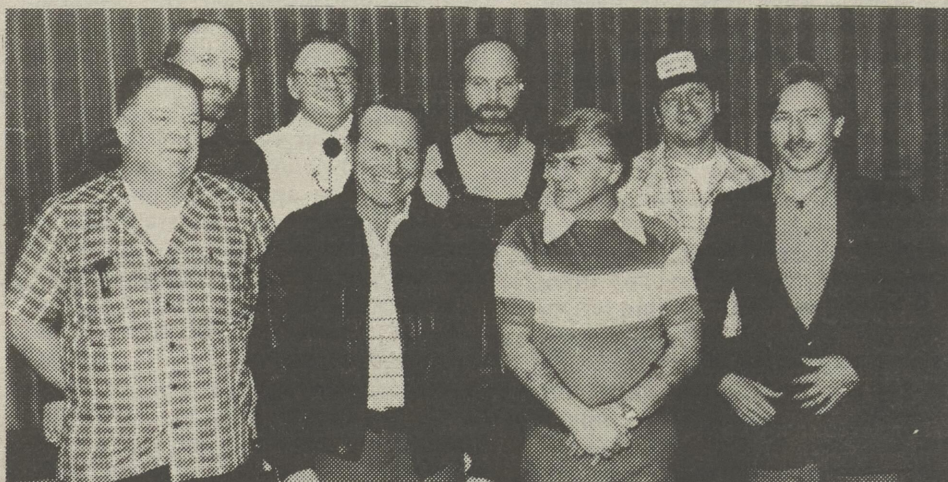
New grocery BA Steve Ryan stated, "None of us saw this election as a career move," emphasizing that the officers are pledged to principles, not individual advancement up the union ladder.

Lame Duck Rivalry

The TDUs are working to accomplish a smooth transition in the local union, but are running into what is, unfortunately, a very typical problem: arrogance and rivalry are being placed above the interests of the membership. The new officers have asked to work at the hall for a few weeks alongside some retiring BAs involved in some very important matters at this time. This would ensure continuity and the best representation during the transition. But the outgoing secretary-treasurer will hear nothing of it, so the new secretary-treasurer and five of the 10 elected BAs will come in with no advanced briefing on the status of negotiations, grievances and other items of business.

National Perspective

Although the election was run on local issues, national issues served as important background. For example, the TDU chapter actively campaigned against the national UPS contract that was "ratified" by minority rule in August. Sacramento Local 150, with nearly 700 UPS members, voted 4-1 against the contract. In 1986, TDUs spearheaded a move to put Local 150 on record in support of major reforms at the Teamsters Union International Convention in Las Vegas in May. But the officials who went there as delegates by and large fumbled that ball. The new officers pledge to stand up when it counts.



Newly elected Local 150 officers who ran on the TDU/TRAM slate: (first row, left to right) John Torbet (Delta Lines), BA; Dick Cogdill (CF), vice president; Pat Regan (CF), secretary-treasurer; Mike Tobin (Lovotti Bros.), president; (second row) Steve Ryan (Fleming), BA; Al McMillin (Crystal), BA; Gary Goldblatt (Fleming), trustee; Harry Stephens (UPS), trustee. Not in photo: Jake Workman (UPS), recording secretary and John Polozzo (CF), BA. Willie Banks also ran on the slate and, unfortunately, lost.

TDU Grows in California

TDU organizers Doug Allan and Ken Paff toured much of California during the week of Dec. 5-13 and participated in 12 meetings with hundreds of Teamsters. The meetings started in the Los Angeles area, where contract meetings were held to unite freight Teamsters and a separate meeting was held for car haulers. From Los Angeles the organizers moved north, conducting meetings in Fresno, Modesto, Stockton and Sacramento. In the San Francisco Bay area, a number of meetings and a TDU party were on the bill.

"We had our best Western-area representation ever at the TDU Convention in October," Doug explained, "and we decided to follow that up with a steady recruitment drive. We are up to 500 TDUs in Southern California, and we are growing fast in the Central Valley. We're planning to hold a Western-area TDU Conference and are building for it."

Doug, who recently retired after 30 years as a Teamster driver and six years on the executive board of Los Angeles Local 208, is now working part-time as the TDU Western-area organizer.

Grocery Teamsters Moving

The trip included various meetings with grocery Teamsters, including groups from Albertson's, Safeway, Lucky Stores, Fleming Foods and Certified Grocers. Both the Northern and Southern California grocery agreements expire in 1988, and rank and file Teamster unity and determination will be needed to deal with the employers' anti-union drive. TDU is committed to be a part of this fight. Grocery Teamsters' concerns about job losses to subcontracting, and unfair productivity schemes in the warehouses are common to all areas. The employers are exploiting regional differences and problems to divide and conquer.

"Special Moments"

Mary Allan, wife of Doug Allan,

accompanied the organizers on the tour and summed up TDU's forward motion in the state:

"I was impressed with what I saw and heard. Some meetings were huge and some were small but everywhere the enthusiasm to improve upcoming contracts, especially in freight and grocery, was great. UPSers are getting strongly united and are growing in numbers in TDU, although their contract battle is over for the moment."

"The most rewarding moment of the trip was the Sacramento Chapter meeting, where a proclaimed TDU slate captured 10 of 11 positions they ran for in Local 150. Meeting with the chapter and with the new officers and BAs was one of those special moments in life when you feel good about what has been accomplished because of hard work and sincerely caring about your brothers and sisters. I was happy to see so many TDU wives attend that meeting and strongly support their husbands and the cause."

Denver Reformer Loses Battle

Denver Local 435 secretary-treasurer and TDU activist Linda Gregg was narrowly defeated by 128 votes by local president Mike Nunley. Nunley was part of the executive board majority that spent the last three years fighting Gregg and her reform politics.

Gregg was elected twice three years ago (the first election was overturned), but ran a partial slate of just three candidates. The executive board and BAs were divided and while Gregg negotiated major grocery contracts, others worked hard at union politics.

"This is sad news for us," TDU organizer Ken Paff said, "but it's part of the democratic process. Many great labor battles and labor leaders suffer defeats, but they are part of a larger movement that will win. There is no shame in losing a battle, there is only shame in selling out. And Linda Gregg certainly didn't do that."



Sacramento TDU Chapter Meeting. After the Dec. 8 chapter meeting, new secretary-treasurer of Local 150 Pat Regan (left) speaks with Doug Allan (right) and Steve Ryan, newly elected BA (center).

Local 639 TDUers Force UPS to Settle

Organizing Tactics Upheld

TDUers J. Anthony Smith, Doug Bell and Vern Kays have won a major victory over UPS with the settlement of NLRB charges against the company at its Alexandria, Va., hub. The settlement reaffirms rank and filers' rights under the National Labor Relations Act to organize concerted activities for mutual aid or protection at the workplace.

Original charges were filed in September 1986 by Anthony and Doug after they had received warning letters from the company for organizing Methods Awareness Day (MAD), a "work to rule" action in which the workers at their center follow company methods to the letter, take full lunch breaks, walk in the course of their duties, and observe proper safety, lifting and driving techniques. The

purpose of MAD is to force the company to comply with the contract and treat its workers with decency. UPS also tried to have the men removed from their shop steward duties because of their strong union activities, a clear violation of the Act.

The MAD action was in protest of the company's attempt to deny time off to a worker for his stepfather's funeral, its refusal to follow a seniority rotation in granting available time, and other problems at the workplace.

Labor board charges were filed again by Anthony and Vern in August 1987. Vern, a very vocal unionist, was suspended indefinitely in retaliation for his union activities and organizing opposition to the UPS contract. Anthony was given a four-day suspension after a methods audit in retaliation for

multiple union activities and after another MAD action in support of Vern's reinstatement.

The NLRB consolidated all of the charges and set a Dec. 1, 1987, trial date. UPS had prolonged action by the board for months, but upon facing a definite trial date the company quickly sought in an eleventh hour, pre-trial settlement.

The settlement granted Vern and Anthony several days back pay and all three men had numerous disciplinary letters removed from their files.

The victory confirms the legality of MAD activities as a means of ensuring workers' rights on the job. Before initiating MAD, Anthony, Doug and Vern had consulted with TDU attorneys, were fully informed about their legal right to take such action and were



TDU UPS Steering Committee member J. Anthony Smith.

prepared to defend those rights all the way to the labor board.

"The point I'd like to make," Anthony says, "is that UPSers should not be afraid to take the company on. They're not invincible."

UPS Teamsters who want more information on MAD or who would like to talk with Anthony on how MAD can work at your center should contact the TDU national office.

Wilmington, N.C., UPSers Join Together

UPS Intimidation Hits New Low

Robert Bell Jr., worked as an unloader-reloader at the Wilmington, N.C., UPS hub for four and a half years before he was unjustly fired on May 31 without any notice or warning letters. The day of his dismissal, he was taken from his 5:30 p.m. shift by UPS loss prevention personnel.

When snatched from his job, Robbie was told that his shop steward and city detectives would be present during the interrogation. They lied. The UPS "agents" not only forcefully and fraudulently induced him to go with them, they restrained him with threats, denied him the use of a telephone and confined him to a motel room until almost 11 p.m.!

"I felt powerless and humiliated. I could not leave because it would be walking off the job. It felt like they were stripping me of anything I've earned—my freedom and the right to my job," Robbie said.

Robbie has, to this date, never been questioned by Wilmington police, nor have any charges been filed against him. He was, in fact, reinstated five weeks later after an arbitration hearing in Asheville, N.C. That didn't seem to bother the Big Brown Machine. Five months after Robbie was reinstated,

he was forced to resign because of the intensity of management's continued harassment.

Robbie has filed a lawsuit in Superior Court alleging that UPS loss prevention personnel falsely imprisoned him, slandered him and intentionally inflicted mental distress upon him. The lawsuit seeks payment for substantial, compensatory and punitive damages. In February 1987 the court denied a UPS motion for summary judgement in the case, indicating that Robbie's evidence is strong and ensuring that his case will be heard. Since then, he has had several revised court dates and is now expecting a date in January.

In related developments: UPS has settled out of court in the case of another Wilmington worker who was interrogated in a similar manner as Robbie. And two of the three named defendants in Robbie's lawsuit have since been transferred, one being demoted from loss prevention to package car supervisor.

The Bell family has been through continuing emotional turmoil since that night when Robbie's civil rights were so outrageously violated. Robbie

is now working for a utility company and doing well in his new job. "I've lost almost nine years of seniority and I'm starting from scratch again."

Many of his brother and sister Teamsters at UPS have vowed not to sit and take the company's harassment

anymore. They have joined together to defend each other and build a TDU chapter in eastern North Carolina.

Meanwhile, Robbie hopes to set a precedent with his case. "Maybe (the case) will make it so they can take it just so far."

UPS and Downs

Supreme Arrogance

Just when you thought you knew how arrogant top UPS management and top Teamster officials can be, you learn more. In the court case of *Braxton, et al v. Presser, et al*, regarding the recent UPS contract, both the corporation and the union attorneys (they hold hands in court) are suggesting that if TDU wins, they'll "take back" the bonus and 30-cent raise and start bargaining all over! Watch out for the rumor that "TDU is trying to take back your bonus!" Actually, TDUers are standing up for *majority rule* in our contract at the request of many, many UPS Teamsters.

Why Did the International Lie?

Jackie Presser, Dan Darrow and the union negotiating committee announced that the vote on the National United Parcel Service Agreement was 35,036 "Yes" and 36,093 (51%) "No." TDU now has proof that the actual vote on the agreement was 30,969 "Yes" and 34,406 (53%) "No." Quiz: Where did they get these false numbers? (Answer next issue, stay tuned.)

Are There 2,000 Ghosts in Local 804?

New York Local 804 reports that 4,300 UPS employees belong to that local. Yet the International claims to have mailed out 6,130 contract ballots to them. Quiz: Who got the nearly 2,000 extra ballots? (We're working on this one.)

Court Tells UPS Supervisors: Down in Front

UPS supervisors in New York who ride with package car drivers and block their view of the road can be ticketed for violating state law. Section 1213(b) of the New York State Vehicle and Traffic Law states that "no passenger in a vehicle shall ride in such a position as to interfere with the driver's view ahead or to the sides or to interfere with his control with the driving mechanisms of the vehicle."

In October 1986, UPS supervisor John Menna was given a ticket for standing in a package car and blocking the driver's view. Menna contested the ticket. After a trial in Putnam County, Menna was found guilty and fined \$35.

So when your supervisor joins you on That Special Day, remind him of the Menna case and keep him out of your way.

Jeepers, Creepers, Secret Agent Man!

Do you often get the creepy feeling that you're being watched? Don't be too hard on yourself, you're not paranoid. A worker at the Oakland, Calif., UPS hub was recently looking around some supply boxes only to discover that a UPS loss prevention "agent" was hiding in one of them.

Oakland Steward Holds Ground Over Bargaining Unit Work

When Doak Jones, a steward at the Oakland, Calif., UPS hub, noticed a supervisor doing bargaining unit work this fall, he decided to walk over and investigate the activity, as any good steward would. He was confronted later by feeder manager Bob Seymour, who began to question whether Doak had received permission to speak with the supervisor on the matter.

Feeling threatened by Seymour's intentions, Doak requested that a steward be present to represent him during questioning that he felt could lead to disciplinary action. Seymour denied Doak's request, saying that he did not need a steward because Doak himself was a steward and that he had better answer the questions or Seymour would fire him. Doak answered

Seymour's questions and received a five-day suspension for his efforts.

Doak filed a grievance on the suspension letter and at the panel hearing the suspension was thrown out because Seymour had failed to list the date of Doak's alleged misconduct on the suspension letter. Doak also has filed a grievance on Seymour's violation of his Weingarten rights. In addition, he has filed an amendment to National Labor Relations Board charges that he had filed previously on the company for disciplining him for protected union activity. Both the grievance and the board charges are pending.

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See page 10 for more UPS news.

Charlotte Yellow Freight

Mechanics Challenge Use of Casuals

Mechanics in the large 85-member Yellow Freight garage in Charlotte, N.C., are moving to a new stage in their fight against excess use of casual labor. Yellow has not hired a single employee since they sneaked through a program of expanded casual use. In the meantime, the rest of the terminal has grown by at least one-third.

On Saturday, Dec. 5, almost half the garage employees attended a TDU-sponsored meeting to consider further steps to protect their seniority. Because of the lack of a national master agreement for shop employees, conditions, rates of pay and other terms of the contract vary greatly from area to area. Some shops in certain areas of the country remain unorganized. One thing garage employees have shared since the last agreement has been either an introduction of casuals or an increase in their numbers, a problem they share with their brothers and sisters on the dock and road. The

reason for creating a casual work force is the same for all employers—it's cheaper and much more controllable labor.

The Carolina freight rider allows the use of casuals on Saturdays and Sundays to allow 20% of the regular employees to have the whole weekend off and to allow 47% more employees to have Saturday or Sunday off.

In March 1986, Yellow asked the mechanics to allow use of casuals on weekdays for a 60-day trial period so they could "show the head office in Kansas City they needed to hire more people." This turned out to be a cruel joke. Yellow has claimed the right to use unlimited casuals Monday through Friday and has not hired a single person.

For months the mechanics asked for an explanation. Finally, Yellow produced an agreement on their letterhead signed by Local 71 business agent Ken Bowman. The problem, of

course, is that Local 71 had no right to give this agreement without a fair and meaningful vote of the mechanics.

While the mechanics' grievance wound its way through delays and referrals in the maze of the Carolinas Bi-State committees, Yellow was using up to 30 casuals for four days each week. Most of them were working day shift, while long-time employees worked midnights, where they will stay forever if Yellow's plan holds up.

Drivers Are Endangered

When Yellow opened the Charlotte terminal they required five years' experience for mechanics. However, many of the casuals have little experience or training and yet are doing brake jobs and preventive maintenance. This can only increase the danger to drivers and the public.

As the terminal grew, management tried more tricks to cover their maintenance needs without hiring regular employees. They claimed that a shortage of supervisory personnel required them to close the second shift in the trailer shop and contract out the work. In response to a grievance committee demand that they produce records for 90 days before and after the closing, Yellow claimed the records weren't available. The mechanics are preparing to go to the NLRB if the local and the grievance committee don't back up the demand for information.

The committee's record is not good. On Oct. 12, 1987, they denied the

grievance against expanded casual use filed by steward Ray Warren and all the employees. But the mechanics have thoroughly and patiently followed all their contract remedies. This sets the stage for a legal challenge to the illegal deal if necessary. Members at the Dec. 5 meeting authorized the steward and alternates to pursue those options while continuing to seek a reasonable settlement from management.

It was also clear that there is an immediate need to inform other freight Teamsters in the Carolinas about the situation at Yellow. As the Yellow mechanics pursued their grievance, they learned that union negotiators for the Carolina supplement had in 1985 discussed giving management the expanded use of casuals that Yellow has illegally claimed.

Steps were discussed on how to make sure this giveaway is not included in the 1988 supplement. In a way, Yellow management has made that job easier. They have made very clear that expanded casual use means frozen hiring and frozen seniority lists, shift choices, etc.

A leaflet describing the situation at Yellow will be prepared for distribution to all possible mechanics covered by the Carolina freight supplement. In the meantime, road drivers can help the cause by dropping a copy of this edition of *Convoy Dispatch* in their garage breakroom.

Divide and Conquer

continued from page 1

ing the 15% package to the employees, but since it would not return us to profitability the proposal will not be presented."

While the union turned down Transcon's requests, they gave the green light to employers to take up to 15% of wages through voluntary plans. This amazing reversal has led to a further deterioration of the National Agreement and fueled the fires of the current rate war.

Although the provisions of Article 6 seem to be dead, the contract language can still be used. Look for the employers to eliminate or modify the clause in the coming agreement. It's imperative that the rank and file insist on keeping the language intact and organize to enforce it.

Is TMI Breaking Up?

There have been many withdrawals from Trucking Management Inc. (TMI) in the past. In 1977 the bargaining arm of the employers was Trucking Employers Inc. (TEI). During that year several employers broke from TEI to form Carrier Management Inc. (CMI) because they were dissatisfied with the high cost of the industry's settlement with the Teamsters in 1976. In 1978 the employers reunited and formed a single bargaining arm (TMI). In the 1985 contract negotiations, over 50 regional carriers broke from TMI early in the bargaining, yet rejoined TMI before the settlement.

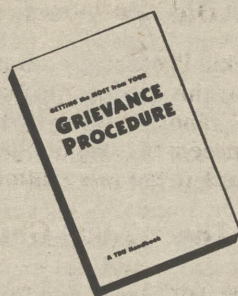
The cut-throat discounting of the major carriers has divided the employers in a way that the union can use in bargaining. Our union can target the large, profitable carriers and come to an agreement with them using the strike threat. This agreement should include strong job security language, including bringing the double-breasted operations under contract. It's also important to negotiate a preferential hiring list for those employees displaced by closures or bankruptcies. This could be the single most important contract change, and it costs

the corporations not one cent.

Then the union can hold all carriers to this national standard, dealing appropriately with any that refuse to come around. In this way we can unify our membership to ensure a strong and national contract, with or without a TMI to bargain with. We have the power to enforce a national standard, and we should use it.

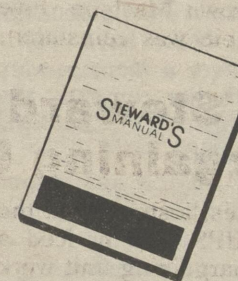
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Steward's Manual	\$4 ea.; \$3 ea. for 5 or more	_____	_____
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Return to: TDU, Box 10128, Detroit, MI 48210

Central Pennsylvania UPS Supplement

30-Cent Raise Shrinks to 20 Cents

Some package car drivers under the Central Pennsylvania Supplement have found out that what they saw and voted for in the recent contract isn't what they got.

When UPSers received their ballots on the contract the first thing they read was that all employees would receive a general wage increase of 30 cents an hour. In the central Pennsylvania area, UPS pulled a fast one and has paid a significant number of package car drivers a 20-cent-an-hour raise.

They accomplished this through changing job classifications. In the central Pennsylvania area, package car drivers were classified as city or suburban, with the suburban drivers making an extra 10 cents per hour. Both classifications were dropped in the contract negotiations and a new classification of package driver was instituted at the lower city scale.

When the drivers noticed they were

not receiving the 30-cent wage increase, they grieved the issue, claiming that they had their wages cut by 10 cents an hour. The company argued that there was no wage reduction, but that the former suburban drivers only received a 20-cent wage increase. The change in classifications was mentioned in the supplement, but with no

language regarding wages. The Eight Cities panel denied the grievance, filed by many members of Local 776.

By violating the principles of a fair and informed contract vote, the action of the Central Pennsylvania Committee ought to add more evidence to the current litigation TDU has undertaken on the UPS contract ratification.

Northwest Grievance Panel Keeps UPSers Out of Hearings

A UPS package car driver at the Oakland, Calif., hub has been reinstated after having been dismissed for bringing stops back to the center at the end of his shift.

The driver was being overdispatched on a regular basis and on those occasions had called in to the supervisor to report the problem. Even though

the supervisor was aware of the problem, the driver was given no assistance in handling the heavy workload. Nevertheless, the driver was fired.

It was learned that the reason for the driver's dismissal was that he had been "grossly insubordinate." The company's case was so weak that the driver was reinstated in 48 hours without having to go to a panel hearing. He received back pay for the two days of work he had lost.

Though the pressures on package car drivers are great and some drivers work through their lunch breaks to complete their deliveries, the fact is that drivers cannot be disciplined for bringing stops back to the center if they call in to report being over-dispatched. It's management's responsibility to shoulder the burden.

Oakland Package Car Driver Beats 'Over Dispatch' Firing

Joe Duvall
Steward, Local 162
Portland, Oregon

Most every Teamster has a basic right to be present at their own grievance hearing, right? And their steward with them, right? Wrong. Not in the Northwest.

Portland-area Teamsters were told by Local 162 president Al Panek that we would not be able to sit in on grievances heard in Seattle on Nov. 9-10 at the Five State Grievance Panel, which meets every two months. Local 162 members drove three hours to Seattle to check this out and learned it was true. We had to stand in the hallway while upper level UPS management and Teamster officials alike came and went freely from the panel

hearing room.

When one Teamster inquired into the validity of this denial of basic rights, he was told that the panel made this rule and it would not do any good to request a change. What are they trying to hide behind those closed doors? What kind of a grievance procedure is this?

We believe that any Teamster has a right to sit in on proceedings that have a bearing on his or her job. We are pushing to have this biased rule changed at once and are looking for support from all affected Teamsters and local officers. We intend to win basic rights enjoyed by others across the land. We'll keep TDU members and concerned Teamsters posted on the outcome of our efforts.

N.J. Drivers Win Grievance on Memo

Local 863 drivers at Paul's Trucking Corp. in Avenel, N.J., have won a group grievance over a memorandum of agreement with the company that went into effect April 1, 1985, and runs through April 2, 1988.

Under Article 5 of the agreement, the company should have been accommodating drivers' requests for four or eight hours of work on premium days. But Article 5 and two other articles in the agreement were never entered into the contract, few drivers knew about the language, and the company had not honored the intent of the article over the past two and a half years. They had been giving available hours to labor leasing drivers.

TDUer Tom Pizzuto brought the issue to the attention of his steward, Kenneth Monica. Monica had claimed and continued to claim, even after Pizzuto produced a copy of the agreement to prove his point, that Article 5 was only a verbal agreement. After initial grievance meetings with Local 863 BAs Joe Tramontana and Dan

Mariano, the company agreed to pay four or five of the 40 drivers who had signed the grievance. Those drivers knew about Article 5 and had consistently requested their eight hours. But after checking work records, the BAs argued that all 94 of the company's drivers should be compensated for eight hours, even though they had not requested it, because it was not their fault that the article had not been published.

Although the BAs won their argument, under terms of the grievance's resolution drivers had to sign papers to receive their back pay. Only 51 drivers signed up for the money at a cost to the company of over \$3,000. According to Pizzuto, the others were intimidated by the list and company management.

Nevertheless, the grievance was a big win for the drivers and a strong showing of what solidarity can accomplish. Drivers at Paul's have been encouraged by their recent success and are now filing grievances on other issues as well.

TDU Meets

Atlanta
Saturday, January 9
7:30 p.m.
College Park Fire Dept.
Sullivan Road
College Park, Ga.

Philadelphia
Sunday, January 17
11:00 a.m. - 1:00 p.m.
Chapter Meeting
The Friends Center,
1501 Cherry St., Philadelphia
Guest Speaker on Freight
Information: (215) 724-1571

Rhode Island/Eastern Mass.
Saturday, January 23
10:00 a.m.
Location TBA
Information: (718) 834-0631

St. Louis
Sunday, January 17
12:00 p.m.
Amvets Post 88
8449 N. Broadway
St. Louis, Mo.

Southern California
For meeting information contact:
Southern Cal TDU
PO Box 1868
Lynwood, Calif. 90262

Grocery News

'No Bones' About Clerk and Meatcutter Concessions

Grocery management is coming up with new ways to wring concessions out of its UFCW clerks and meatcutters.

Safeway chair Peter Magowan earlier this year sent a letter to employees stating that Safeway would demand concessions from its unions, "and we make no bones about it." Safeway last July signed an agreement with its Denver division UFCW employees that Magowan said may become a model for other contracts. The contract featured wage cuts (of course), but in order to get it passed Safeway offered profit-sharing on a store-by-store basis. Since the contract passed, Safeway has continued its threat to get rid of Denver division stores that aren't profitable enough. How long until they try to pit individual workers against each other to see who is the most "profitable?"

Meanwhile, the UFCW has just agreed to master contracts in Cleveland and Akron that allow companies to unilaterally cut wages and work conditions to the level of any non-union competitors unless UFCW Local 880 is engaged in area-standards picketing.

Grocery Teamsters should be alert to these latest schemes to get concessions and be ready to fight any attempt to impose such terms in our contracts. Three months after the UFCW agreed to wage cuts and profit sharing, Teamsters Local 435 reached an agreement with that same Denver Safeway division. The contract not only avoided profit-sharing, but won wage and pension increases. These gains were won while Safeway was still threatening to shut down its Denver division entirely.

Lucky Stores' Financial Picture Bright

Teamsters at Lucky Stores should know that the company's financial picture for the first 39 weeks of 1987 is good. Sales totaled \$5.27 billion, compared with \$4.68 billion for the same period last year. That's an increase of 13%. Earnings on the company's stock totaled \$81.1 million—an increase of 74% over the first 39 weeks of 1986.

Lucky is emphasizing its financial commitment to California, Florida, Arizona and Nevada. The company has sold its Eagle subsidiary in the Midwest, and chairman John Lillie has stated that the money received "will support acceleration of the pace of new-store openings as well as the remodeling and enlargement of our existing stores" in the four states.

What's Happening in Your Area?

TDU would like to hear from more grocery Teamsters around the country. Call or write the TDU national office to let us know what's going on at your workplace.

Local 697 Members Set Up Safety Committee

Leaman Workers Face Toxic Perils

Marlene Jackson
Friendly, West Virginia

As a wife of a TDUser, I am writing to express my concern over the slow progress of the High Risk Notification Bill in Congress. If our government keeps dragging its feet on issues like this, I'm afraid it will be too late for many workers who have to handle hazardous materials.

My husband drives for Chemical Leaman Tank Lines, out of the Natrium, W. Va., terminal. Many drivers and tank cleaners have been exposed to a substance called TDI (toluene diisocyanate) and other materials related to the same chemical family (such as MDI, methylene bisphenyl isocyanate).

Not enough information is known about these substances. Because there is very little information, Workers' Compensation takes full advantage of this and is quick to deny claims resulting from exposures, unless it is a massive exposure where immediate hospitalization is required. We know this from first-hand experience.

My husband and another driver were unloading at a plant near Joliet, Ill., when they were engulfed in a steam cloud of an unknown substance from a railroad tank being steam cleaned. Also, at the area where they were unloading, the ground was covered with all kinds of chemical

spills. After having to walk in all that mess, they tracked it into the truck. It was winter and the heater was on in the truck on the way back home.

The day after he got back, he started running a fever of 103-104 degrees. He hates to go to the doctor, so against my better judgement, I let him persuade me to wait a day or so. His temperature was kept down to 101 degrees with aspirin, but he kept feeling worse.

Finally, I got him to the doctor. Antibiotics were prescribed, but failed to help. Several other drugs were tried, but nothing seemed to help. By now he was super sensitive to sound, light and touch. His hands shook so bad he could hardly feed himself.

After a week had passed, we got a call from the driver who was on that trip with him. He had just gotten out of the hospital and heard that Jerry was off sick too. He told us his doctor had diagnosed chemical poisoning. We called our doctor and gave him the information that we had just found out. Jerry was put on some kind of medicine that is supposed to help flush chemicals out of your body, and he started improving. The other driver breathed the fumes in directly, and his doctor was able to catch it because one of the known side effects of the chemical is lung congestion. Jerry had a bad sinus congestion, so we suspect the fumes drained down from his nose

into his throat and were ingested.

Since that incident occurred, we have found out that the substance can produce flu-like symptoms and sensitivities such as he had.

The other driver got his Workers' Compensation. Jerry never did. They insist it was not work-related. The doctors told us there is not enough information and no way of testing to tell for sure about these things.

The advice I give to all workers handling these kinds of substances is to go to a hospital immediately. These exposures need to be documented immediately.

The union members at the Natrium, W. Va., terminal have now started a

awaiting us down the road.

I want to have him around a long time. I want him to see our three kids grown. I want him to be there to hold his grandchildren and be able to enjoy many years of retirement that he has worked so hard for.

Editor's note: TDI is a highly volatile liquid used in the production of polyurethanes for upholstery padding, thermal insulation, molds, surface coatings, shoe innersoles, adhesives, paints and textile finishes. The OSHA Permissible Exposure Limit for TDI is 0.02 ppm averaged over any 15-minute period.

TDI may cause irritation of the eyes, skin and respiratory tract, in some



safety committee to help make their workplace safer. Infractions such as burned out ventilation fans, open pits with no gratings, worn and unsafe hoses, inadequate safety equipment, and customers with chemical spills all over the ground where the drivers have to walk are a few of the main concerns.

Progress will probably be slow, as the company seems to think more of cost than lives. My husband has personally written up a customer in Minnesota three times because of spills all over the ground. The last trip to that customer, the mess had yet to be cleaned up.

I fear this winter, when the heaters are on and the windows are rolled up, Jerry and others will be breathing these dangerous substances again.

Will I have him sick again? What if I'm not even that lucky? What if it does some damage that is irreversible? Will he end up with cancer at some later date? So many unknown and frightening medical problems may be



cases producing bronchitis and pulmonary edema. Nausea, vomiting and abdominal pain may also occur. When the skin is exposed to liquid TDI, it may cause redness, swelling and blistering. When the eyes are exposed to liquid TDI, it may cause permanent damage if untreated.

Allergic reactions to TDI may cause asthmatic reactions, which may first occur at night following exposure. Long-term exposure to TDI and other isocyanates may result in decreased lung function, even at OSHA's exposure levels. Government studies have shown that TDI can cause cancer in laboratory animals.

Protective clothing and goggles should be worn when working with liquid TDI. In work areas where vapors concentrate, full face masks with organic canisters or respirators with supplied air and full face pieces should be worn.

(Sources: U.S. Department of Health, Education and Welfare; Workers' Institute for Safety and Health.)



Contract Offensive

continued from page 12

them got together and drew up some additional proposals. When they asked Votipka to submit the proposals, he replied that, "according to the International," he didn't have to inform laid-off members and he couldn't submit their proposals. The drivers were not put off by this baloney and have submitted their proposals to the International in writing.

Feeling left out? This column covers a lot of ground. The news of what's happening around the country makes our contract proposals real and urgent. We know there are important stories we haven't covered fully. We need your help. Your calls and letters are the source of the news other car-haulers need. Do it now.

We would like to thank the E&L drivers who recently donated over \$300 to support our contract information campaign. Without this kind of support we will simply be unable to keep bringing the news to carhaulers.

Contract Questionnaire

We urge all carhaulers to fill out the recent questionnaire from the International Union. Although it leaves out some vital items, it is an improvement over the past. We would be particularly interested in seeing the results of the question about how well our grievance machinery works. We were very sorry to see no mention of the critical questions of double breasting and whipsawing of locals against each other.

Carhaul Employers Gear Up For Contract Offensive

CCI Fuels Delays

CCI Dearborn drivers are being required to fuel at Ryder Truck Rental outlets. The FCS credit cards for fueling at regular truck stops have been taken away. Ryder's outlets are often off route and many are not open around the clock. Delays can easily exceed an hour. Yet management is denying pay for delays and excess miles. Grievances have been filed. Will the grievance committee make a clear statement that will settle the matter? Watch this space.

"Competitives"

As the auto market slows, watch for new, yet more inventive and outrageous "competitive proposals." These deals may keep people working during a hard time, although it's quite possible a new low "bid" by drivers will simply be met by the railroads or another company. But they will undercut the contract forever.

Running Mile Deal

A running mile round robin to beat them all is the latest offering by CCI to Dearborn drivers who are facing the permanent shutdown of the Clark Street Cadillac plant on Dec. 17 and a one-month shutdown of the Poletown plant. The deal will send drivers from Michigan to California and up to Portland for a return haul. Drivers will be out two weeks on some of these

runs. This proposal makes two other recent developments even more ominous. First is Jack Cooper's effort to cut the basic running-mile rate down to 33.5 cents per mile, less than freight pay. Second is CCI's recent opening of a terminal in Anchorage, Alaska.

Ryder Mileage Victory

Also on the Ryder front, we are pleased to announce a partial victory over management's wholesale theft scheme in the "recalculation" of mileage to 5,000 dealers right after the 1985 contract. Thanks to quick action by former Detroit business agent H.C. Hulett, the groundwork was laid for a successful challenge. After 18 months of inaction by the current Local 299 administration, a collection was started for legal action. This finally moved Local 299 and the grievance committee into some action. The committee's decision requires Ryder to negotiate over some specific mileages and allows Local 299 to challenge other short mileages. Past practice and contract should require management to negotiate before any reduction can go into effect. The committee's decision fails to clearly uphold this principle. The Eastern Conference contract has language explicitly stating this. Unless all areas are upgraded in the next contract we will continue to lose because of unilateral changes in mileages.



A brake fire started the fire that destroyed this \$100,000 Ryder Systems rig and a \$500,000 load of eight Cadillac Allantes on Interstate 94 at Stevensville, Mich., Nov. 29. Just last summer Ryder fired Dorothy Batchelder, who had teamed up with her husband Lee in Ryder's F.J. Boutell Co. operation, hauling the new Cadillac luxury cars. Dorothy was fired for allegedly refusing to drive in an identical truck with faulty brakes. She had filed repeated warnings about faults in the brakes of the trailers, which were specially designed to haul the Allantes.

"Nobody has been able to answer me why this trailer is on the road," Batchelder told *Convoy Dispatch*. "They designed them so drivers can't inspect the brakes; and yet, we're expected to sign our names to the DVIR. I've received no reply from the DOT about how they were inspected before they were put on the road. They're writing (Boutell's) director of maintenance in Dearborn."

Just imagine if Boutell had listened to its driver and spent the money lost in this one fire on correcting the problem.

Ryder Adds Convoy

It seems Ryder's deal to add the western states Convoy Inc. has gone through. In Chicago, Ryder switched the Subaru traffic from CCI to the new Convoy terminal there, which has only four drivers. The CCI owner-operators are still hauling but they are getting 10% raked off the revenue as a "trip lease fee." A fool can see this is simple thievery to line Ryder's pockets, but that simple fact escapes our union reps on the grievance committee. The time to change that is in our contract next summer.

Meanwhile, in Long Beach Local 692, Port Terminal Transport is owned by the same man who owns Convoy, John Gottlieb. And there are definite signs things have changed. Drivers have been ordered to call Convoy's central dispatch and one driver recently got a CCI truck as a spare in Salt Lake City. But drivers have had a hard time getting a straight answer on their status. More on this question, next issue.

Another little contract rewrite from our grievance committees. Article 2, Section 6, specifically states that matters governing local riders will be heard by the Conference Joint Arbitration Committees (East, Central/Southern, West). Article 7, Section 8, further states that either the local or the employer may request that matters be heard by the Conference or National Committees, thereby bypassing the state level committees that operate in the Western and Central/Southern areas. CCI drivers in Chicago Local 710 requested that their local rider be heard by the Central/Southern committee to bypass the notorious Illinois-Wisconsin state panel. This request was denied by the Central/Southern Committee.

Incompetent Managers

Selkirk, N.Y., NuCar/Anchor drivers had for some weeks reminded their new bosses that the registration would expire Dec. 1 on most of the Anchor trucks now leased by NuCar. On Nov. 30, the drivers were told that the company had obtained a two-day extension so they could load and go. The drivers asked to see the extension in writing and it turned out management was lying. They were then told the registrations would be at the terminal on the morning of Dec. 1. The next day, however, management sent the drivers home with assurance of eight hours pay because the registrations still weren't there. Later that day it turned out the company sent \$1,700 too little money and had to park three rigs and switch the loads. It's frightening to think these managers are in charge of our industry.

A recent issue of *Anchor Age* magazine cited the Selkirk, N.Y., drivers for passing a million accident-free miles. This has traditionally been the occasion for a nice dinner dance. Now that Anchor drivers have been



shifted to NuCar, management seems to have forgotten the dinner. This is just one more blow to management's disappearing credibility.

Lansing Anchor. Last summer we reported on a management attempt to put a \$40 cap on motels. We're glad to report this was well argued at the grievance committee by BA Jim Cooper and the committee rejected the cap.

Leaseway Ripoff

At NuCar Chicago the new Leaseway regime arbitrarily cut the loading pay and deducted alleged past overpayments. Meanwhile, in Jessup, Md., Leaseway has apparently declared it will merge three terminals there—Anchor, NuCar and Leaseway Motorcar. Of course, they want to utilize the lowest conditions. More news on this in our next bulletin.

The recent TDU carhaul contract bulletin reported on the inclusion of non-rail freight out of Tarrytown, N.Y., in a full-rate/half-rate competitive haul with Lordstown despite a "No" vote by the Tarrytown drivers. In a four-hour period, 113 out of 128 active Tarrytown drivers signed a protest petition against this unprecedented move. They have appealed to Jackie Presser and Walter Shea and are considering other possibilities.

More Whipsawing Of Local Unions

We've heard reports from several local contract proposal meetings where business agents described local unions underbidding other locals to get traffic without even notifying the affected local. Our union in carhaul now seems to lack the mechanism or personnel to keep locals properly informed.

Dealing with an increasingly monopolized industry, our union desperately needs a responsive leadership that sees its job as informing and uniting all parts of the industry and sections of the country. That's why the CCC contract proposals place such a high priority on electing the union co-chairs who negotiate, enforce and interpret our contract at the state, area and national levels.

If management is allowed to whipsaw locals against each other, it will be a long, hard, downhill road that won't end until we stop it. The longer we wait to stop it, the harder a fight it will take.

Jack Cooper drivers from Kansas City, Kansas, Local 498 have disappointing news about local head Jim Votipka. Because of a plant shutdown, about 100 Jack Cooper drivers are laid off and 40 are working. The laid-off drivers weren't informed of the official contract proposal meeting that about 15 people attended. So about 20 of

continued on page 11

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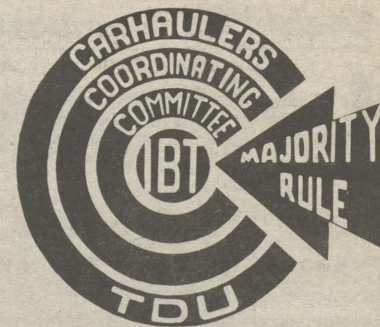
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Another little contract rewrite from our grievance committees. Article 2, Section 6, specifically states that matters governing local riders will be heard by the Conference Joint Arbitration Committees (East, Central/Southern, West). Article 7, Section 8, further states that either the local or the employer may request that matters be heard by the Conference or National Committees, thereby bypassing the state level committees that operate in the Western and Central/Southern areas. CCI drivers in Chicago Local 710 requested that their local rider be heard by the Central/Southern committee to bypass the notorious Illinois-Wisconsin state panel. This request was denied by the Central/Southern Committee.

Incompetent Managers

Selkirk, N.Y., NuCar/Anchor drivers had for some weeks reminded their new bosses that the registration would expire Dec. 1 on most of the Anchor trucks now leased by NuCar. On Nov. 30, the drivers were told that the company had obtained a two-day extension so they could load and go. The drivers asked to see the extension in writing and it turned out management was lying. They were then told the registrations would be at the terminal on the morning of Dec. 1. The next day, however, management sent the drivers home with assurance of eight hours pay because the registrations still weren't there. Later that day it turned out the company sent \$1,700 too little money and had to park three rigs and switch the loads. It's frightening to think these managers are in charge of our industry.

A recent issue of Anchor Age magazine cited the Selkirk, N.Y., drivers for passing a million accident-free miles. This has traditionally been the occasion for a nice dinner dance. Now that Anchor drivers have been



shifted to NuCar, management seems to have forgotten the dinner. This is just one more blow to management's disappearing credibility.

Lansing Anchor. Last summer we reported on a management attempt to put a \$40 cap on motels. We're glad to report this was well argued at the grievance committee by BA Jim Cooper and the committee rejected the cap.

Leaseway Ripoff

At NuCar Chicago the new Leaseway regime arbitrarily cut the loading pay and deducted alleged past overpayments. Meanwhile, in Jessup, Md., Leaseway has apparently declared it will merge three terminals there—Anchor, NuCar and Leaseway Motorcar. Of course, they want to utilize the lowest conditions. More news on this in our next bulletin.

The recent TDU carhaul contract bulletin reported on the inclusion of non-rail freight out of Tarrytown, N.Y., in a full-rate/half-rate competitive haul with Lordstown despite a "No" vote by the Tarrytown drivers. In a four-hour period, 113 out of 128 active Tarrytown drivers signed a protest petition against this unprecedented move. They have appealed to Jackie Presser and Walter Shea and are considering other possibilities.

More Whipsawing Of Local Unions

We've heard reports from several local contract proposal meetings where business agents described local unions underbidding other locals to get traffic without even notifying the affected local. Our union in carhaul now seems to lack the mechanism or personnel to keep locals properly informed.

Dealing with an increasingly monopolized industry, our union desperately needs a responsive leadership that sees its job as informing and uniting all parts of the industry and sections of the country. That's why the CCC contract proposals place such a high priority on electing the union co-chairs who negotiate, enforce and interpret our contract at the state, area and national levels.

If management is allowed to whipsaw locals against each other, it will be a long, hard, downhill road that won't end until we stop it. The longer we wait to stop it, the harder a fight it will take.

Jack Cooper drivers from Kansas City, Kansas, Local 498 have disappointing news about local head Jim Votipka. Because of a plant shutdown, about 100 Jack Cooper drivers are laid off and 40 are working. The laid-off drivers weren't informed of the official contract proposal meeting that about 15 people attended. So about 20 of

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A brake fire started the fire that destroyed this \$100,000 Ryder Systems rig and a \$500,000 load of eight Cadillac Allantes on Interstate 94 at Stevensville, Mich., Nov. 29. Just last summer Ryder fired Dorothy Batchelder, who had teamed up with her husband Lee in Ryder's F.J. Boutell Co. operation, hauling the new Cadillac luxury cars. Dorothy was fired for allegedly refusing to drive in an identical truck with faulty brakes. She had filed repeated warnings about faults in the brakes of the trailers, which were specially designed to haul the Allantes.

"Nobody has been able to answer me why this trailer is on the road," Batchelder told Convoy Dispatch. "They designed them so drivers can't inspect the brakes; and yet, we're expected to sign our names to the DVIR. I've received no reply from the DOT about how they were inspected before they were put on the road. They're writing (Boutell's) director of maintenance in Dearborn."

Just imagine if Boutell had listened to its driver and spent the money lost in this one fire on correcting the problem.